

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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GOVERNMENT EMPLOYEES INSURANCE
COMPANY, et al.

Plaintiffs,

Docket No.:
CV 12-02002 (BMC)

-against-

LESLIE D. THEODORE, M.D., et al.

Defendants”
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ORDER AND PERMANENT INJUNCTION

WHEREAS, Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company and GEICO Casualty Company (collectively “Plaintiffs” or “GEICO”) commenced this action against, among others, Defendant Leslie D. Theodore, MD (“Dr. Theodore”); and

WHEREAS, Dr. Theodore has represented himself to be the sole owner of record of LDT Medical, PC, TD Advanced Medical, PC, TDL Medical Care, PC, TDL Medical, PC, Heal Me Medical, PC, Best Care Medical Practice, PC, Leslie Medical, PC, Dependable Medical Arts, PC, Leslie D. Theodore, MD, PC, Care Plus Medical PC, Baldwin Medical Care, PC, Queens Integrated Medical Care, PC, Cornerstone Medical Diagnostic, PC, Canarsie Medical Care, PC and Well Being Medical, PC (collectively the “Theodore P.C.s”); and

WHEREAS, the Plaintiffs, Dr. Theodore and the Theodore P.C.s have reached a global resolution of all issues between them, including all causes of action and claims for relief against Dr. Theodore, among others, in this action and all potential claims by GEICO against Dr.

Theodore and the Theodore P.C.s relating to their submission of claims to GEICO upon the terms set forth in this Order and Permanent Injunction; and

WHEREAS, in order to effectuate the terms of the global resolution, Plaintiffs, Dr. Theodore and the Theodore P.C.s have consented to the entry of this order and permanent injunction;

NOW THEREFORE, upon the stipulation of the Parties, it is hereby

ORDERED that Dr. Theodore and the Theodore P.C.s, as well as any entity, attorney and/or individual purporting to represent or to act on behalf of Dr. Theodore and/or the Theodore P.C.s, are permanently enjoined and restrained from (i) submitting any bills to GEICO seeking payment for goods and/or healthcare related services provided by or through any of the Theodore P.C.s; and (ii) commencing and/or prosecuting any lawsuits, arbitrations, or other proceedings, either directly or indirectly, against GEICO seeking payment for goods and/or healthcare related services provided by or through any of the Theodore P.C.s; and it is further

ORDERED, that the Theodore P.C.s, as well as any entity, attorney and/or individual purporting to represent or to act on behalf of any of the Theodore P.C.s shall, within ten (10) days from the date of receipt of this Order, (i) execute a stipulation of discontinuance with prejudice in any pending lawsuit against GEICO and return the stipulation of discontinuance to the Law Offices of Teresa M. Spina, staff counsel for GEICO, and/or (ii) withdraw, with prejudice, any pending arbitration against GEICO and notify the American Arbitration Association of such withdrawal; and its is further

ORDERED, that Dr. Theodore and the Theodore P.C.s, at their own cost and expense, shall assist and cooperate with GEICO's efforts to enforce the terms of the Permanent Injunction by (i) issuing letters directing collection counsel to discontinue/withdraw all arbitrations and

litigation against GEICO, with prejudice, which shall be sent immediately following the approval of the Permanent Injunction; and (ii) sending letters to any individual, lawyer or law firm in the future identified by GEICO as submitting bills and/or prosecuting lawsuits/arbitrations against GEICO on behalf of any of the Theodore P.C.s in violation of the Permanent Injunction, directing that the individual, lawyer or law firm withdraw the bill and/or discontinue/withdraw the arbitrations/ against GEICO, with prejudice.

SO ORDERED:

s/ BMC

Brian M. Cogan, U.S.D.J.

Dated: Brooklyn, New York

July 13, 2012